

City of South Bend
Council Meeting
Monday, November 14, 2016 @ 5:30 pm
Council Chambers
1102 W. First Street, South Bend, WA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda
Approval of Minutes: October 12, 2016 Budget Workshop & October 24, 2016 Regular Meeting
4. Correspondence
5. *Cooperative Development & Use Agreement – City of South Bend/South Bend School District*
6. *Public Hearing @ 5:40 pm – 2017 City of South Bend Final Budget*
7. *Ordinance #1515 – 2017 Property Tax Levy (Second Reading)*
8. *Ordinance #1517 – Adoption of 2017 Budget (First Reading)*
9. *Ordinance #1518 – Garbage Rate Increase (First Reading)*
10. *Three Rivers Mosquito & Vector Control Agreement (2017-2020)*
11. Items from the Public **[3 Minute Limit]**
12. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
13. Mayor's Report
14. Council Comments
15. Adjournment

Next Regular Meeting: Monday, November 28, 2016 @ 5:30 PM

South Bend Council Meeting

Monday, November 14, 2016

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #42470 thru Check #42533 - \$152,811.55

Check #42351 Void and Replaced with Check #42469

Check #41857 Void and Replaced with Check #42471

2. Approval of Payroll Checks

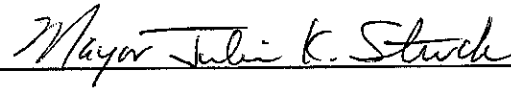
Payroll – Check #24132 thru Check #24146 - \$106,743.59 including Direct Deposit

11/14/16

VENDOR	AMOUNT	
42470 VISA (Hand Pay)	\$ 892.00	City Hall \$113.63, Police \$254.10, Water \$465.13 and Sewer \$59.14
42472 A-1 Redi Mix	\$ 916.38	Streets/Sewer (Central Street Repair)
42473 Aberdeen Office Equipment, Inc.	\$ 602.13	Office Supplies - City Hall \$430.43, Municipal Court \$36.70 and Police \$135.00
42474 ALS Environmental	\$ 235.00	Water Samples
42475 Antich Supply Company	\$ 297.70	Operating Supplies - Parks
42476 Ashley Construction, Inc.	\$ 3,817.80	Professional Services - Streets \$1,665.90 and Sewer \$2,151.90
42477 Backflow By The Best	\$ 650.00	D Hammrich work at the WTP
42478 Borden's Auto Parts	\$ 16.59	Repair/Maintenance - Police Dept
42479 Bud's Lumber & Electric	\$ 356.58	Operating Supplies - Fire \$42.75, Streets \$195.61, Parks \$10.79, Water \$85.07, Sewer \$1.61 & Garbage \$20.75
42480 C & R Electric Motor Service, Inc.	\$ 243.45	Repair/Maintenance - Sewer Fund
42481 CenturyLink	\$ 1,350.81	All Depts
42482 City of Raymond	\$ 75,044.64	Garbage Truck Assist \$83.48, Annual USDA RD Bond Reserves \$42,681.31 & DOE Loan \$32,279.85
42483 Comcast	\$ 69.95	Internet - WTP
42484 Correct Equipment	\$ 1,708.46	Repair/Maintenance - Sewer Fund
42485 Creative Community Solutions, Inc.	\$ 2,783.10	SMP Update (Grant Funded)
42486 Crystal Springs	\$ 54.31	Water Service
42487 Datec, Inc.	\$ 3,405.78	Capital Outlay/Operating Supplies - Police Dept
42488 Dave Williams	\$ 200.00	November 2016 Noxious Weed Spraying
42489 Dennis Company	\$ 32.76	Operating Supplies - City Hall \$15.11 and Water \$17.65
42490 Dept of Natural Resources	\$ 2,035.43	Annual DNR Fees
42491 Dept of Revenue - EFT Pay	\$ 8,536.23	October 2016 Excise Tax on Water/Sewer/Garbage and Excise Tax on Out of State Purchases
42492 Dept of Transportation	\$ 1,396.44	Fuel - Public Works \$504.97 and Police \$891.47
42493 Dilk Tire Factory	\$ 1,325.61	Repair/Maintenance - Water/Sewer
42494 DMCMA	\$ 150.00	2017 Dues - D Roberts
42495 Englund Marine & Industrial Supply	\$ 377.87	Operating Supplies - Water/Sewer
42496 Fastenal Company	\$ 16.48	Operating Supplies - Water
42497 Flannery Publications	\$ 387.64	Legal Notices
42498 Galls, LLC dba Blumenthal Uniform	\$ 390.22	Operating Supplies - Police Dept

42499	Grays Harbor County - Dept of Public Health	\$	95.00	Water Samples
42500	H.D. Fowler	\$	2,660.54	Operating Supplies - Water \$2,086.39 and Sewer \$574.15
42501	Hach	\$	101.43	Operating Supplies - Water Fund
42502	Harbor Saw & Supply, Inc.	\$	397.49	Repair/Maintenance - Parks \$37.35, Streets \$179.99, Water \$208.05, Sewer \$(27.90)
42503	Hawk's Superior Rock, Inc.	\$	492.80	Rock Stockpile - Streets
42504	HB Portables	\$	100.00	Portable Toilet - 09/03-09/30/16
42505	IIMC	\$	160.00	2017 Dues - D Roberts
42506	Invoice Cloud - EFT Pay	\$	98.00	October 2016 Portal Access Fee
42507	L.N. Curtis and Sons	\$	118.80	Repair/Maintenance - Fire Dept
42508	LeMay Mobile Shredding	\$	36.05	Document Shredding
42509	Margie Packard	\$	170.46	October 2016 Library Janitorial
42510	Masco Petroleum	\$	1,015.73	Fuel - Public Works
42511	Office of Financial Management	\$	5,313.70	October 2016 Municipal Court Fines & Forfeitures
42512	One Call Concepts	\$	11.88	Locates
42513	OnLine Information Services - EFT Pay	\$	62.32	Utility Exchange Reports - September \$36.20 and October \$26.12
42514	Pacific County Dept of Public Works	\$	1,636.18	November 2016 Eklund Park
42515	Pacific County Health & Human Services	\$	121.00	HEP A Series - K Spoor
42516	Pacific County Prosecutors Office	\$	63.75	October 2016 Crime Victims
42517	Pacific County Sheriff's Office	\$	441.65	Jail Bookings - September 2016
42518	Petersen Brothers, Inc.	\$	3,948.42	Guardrail Repair (Insurance Claim)
42519	Pioneer	\$	49.18	Miscellaneous - City Hall \$33.04 and Library \$16.14
42520	PUD #2	\$	7,921.15	All Depts
42521	Royal Heights Transfer Station, Inc.	\$	11,453.04	Dump Fees
42522	Ryan Miskell	\$	31.00	Per Diem - BAC SFST Renewal Training
42523	South Bend Pharmacy	\$	33.89	UPS Fees - Water Fund
42524	Staples	\$	465.32	Office Supplies - Municipal Court \$89.04, City Hall \$89.04, Police \$182.04 and Water \$105.20
42525	Steve's Front End & Brake, Inc.	\$	2,106.81	Repair/Maintenance - Fire Dept \$1,172.96 and Garbage \$933.85
42526	Sunset Air, Inc.	\$	329.40	Heat Pump Maintenance Agreement - 11/01-04/30/2017
42527	The Law Office of Jonathan Quittner		\$255.85	Pro Tem Services - Municipal Court 10/12/16 & 10/26/16
42528	The Watershed Company		\$2,240.00	SMP Update (Grant Funded)

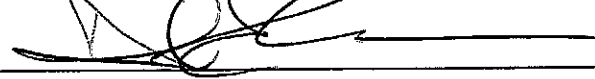
42529	V & N Auto Parts	\$	42.62	Repair/Maintenance - Water/Sewer
42530	VISA - EFT Pay	\$	2,022.84	Current Expense \$708.56, Police \$79.96, Fire \$9.03, Streets \$272.03, Water \$272.03, Sewer \$546.45, Garb \$134.78
42531	Vision Forms LLC	\$	855.14	Statement Automation \$643.77 and Delinquency Notices \$211.37
42532	Willapa Harbor Hospital	\$	410.88	Clearing an <i>In Custody</i> prior to Booking into Jail
42533	Willapa Veterinary Service	\$	255.87	Professional Services - Police
TOTAL		\$	152,811.55	



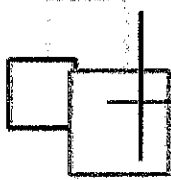
Mayor Struck



City Supervisor Houk



Police Chief Eastham



Register

Number	Name	Event	Amount
<u>24132</u>	Houk, Dennis	2016 - October - Second Council Meeting - October	\$1,650.00
<u>24133</u>	Ashley, Alan	2016 - October - Second Council Meeting - October	\$92.35
<u>24134</u>	Houk, Dennis	2016 - October - Second Council Meeting - October	\$3,269.12
<u>24135</u>	Olsen, Lisa	2016 - October - Second Council Meeting - October	\$110.27
<u>24136</u>	AFLAC	2016 - October - Second Council Meeting - October	\$454.53
<u>24137</u>	Association of WA Cities	2016 - October - Second Council Meeting - October	\$2,574.26
<u>24138</u>	Dee Roberts-Coffee Fund	2016 - October - Second Council Meeting - October	\$35.00
<u>24139</u>	Dept of Labor & Industry	2016 - October - Second Council Meeting - October	\$4,181.23
<u>24140</u>	Dept of Retirement Systems	2016 - October - Second Council Meeting - October	\$10,229.01
<u>24141</u>	Nationwide Retirement Solutions	2016 - October - Second Council Meeting - October	\$405.00
<u>24142</u>	Teamster's Local #252	2016 - October - Second Council Meeting - October	\$525.00
<u>24143</u>	The Bank of the Pacific	2016 - October - Second Council Meeting - October	\$19,565.72
<u>24144</u>	Washington Counties Insurance Fund	2016 - October - Second Council Meeting - October	\$406.00
<u>24145</u>	Washington State Support Registry	2016 - October - Second Council Meeting - October	\$297.73
<u>24146</u>	Washington Teamsters Welfare Trust	2016 - October - Second Council Meeting - October	\$13,862.00
<u>October 2016 Draw Payroll</u>	Payroll Vendor	2016 - October - Second Council Meeting - October	\$11,800.00
<u>October 2016 Regular Payroll</u>	Payroll Vendor	2016 - October - Second Council Meeting - October	\$37,286.37
			\$106,743.59

**CITY OF SOUTH BEND
BUDGET WORKSHOP – 10/12/16**

1. CALL TO ORDER

The budget workshop was called to order by Mayor Struck at 5:30 pm. Members present: Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Webber, Councilor Hall, Police Chief Eastham, City Supervisor Houk and Clerk/Treasurer Roberts.

2. BUDGET WORKSHOP

All aspects of the projected 2017 budget were reviewed and discussed. It was recommended that the projected budget move forward with a garbage rate increase of \$7.84 per month. Mayor Struck and Clerk/Treasurer Roberts will sit down and revisit some of the cost allocations to current expense. The council asked that several line items: Website Management, Computer Software Maintenance and LEOFF 1 Benefits be reviewed/double checked for accuracy. Clerk/Treasurer Roberts advised she would make double check those items, make the changes discussed and put together the proposed budget for the councils review by Monday, October 17th.

3. ADJOURNMENT

The meeting was adjourned at 7:50 pm to meet again at 5:30 PM on Monday, October 24, 2016 for the next regularly scheduled meeting at South Bend City Hall.

Julie K. Struck
Mayor

ATTEST

Dee Roberts
Clerk/Treasurer

**CITY OF SOUTH BEND
COUNCIL MEETING – 10/24/16**

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Webber, Police Chief Eastham and Clerk/Treasurer Roberts. Councilor Hall and City Supervisor Houk were absent.

3. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES

A motion was made by Councilor Neve to approve the Agenda, the Consent Agenda and the minutes of the October 10, 2016 regular meeting. The motion was seconded by Councilor Olsen. **Vote: Ayes-4, Noes-0, Absent-1**

Vendors – Check #42432 thru Check #42468 - \$43,354.78

4. CORRESPONDENCE – NONE

5. PUBLIC HEARING @ 5:33 PM – 2017 PROPERTY TAX LEVY

Mayor Struck opened the public hearing at 5:33 pm and explained that this was the city's annual 1% increase as allowed.

There was no public in attendance. The public hearing was closed at 5:34 pm.

6. ORDINANCE #1514 – REPEALING & RE-ESTABLISHING CHAPTER 14.15 OF SBMC (ONE READING ONLY)

Mayor Struck explained that this ordinance was passed at the October 10, 2016 council meeting, but an error was found and that it required amending. Clerk/Treasurer Roberts pointed out that in the original ordinance on page 11 #B read "Buffers Required". The corrected version reads #B "Regulated Activities in Wetlands and Buffers". This was changed by the Department of Ecology upon their review so the change was important.

Councilor Williams made a motion to accept Ordinance #1514 – Repealing & Re-establishing Chapter 14.15 of the SBMC as presented with one reading only. The motion was seconded by Councilor Neve. **Vote: Ayes-4, Noes-0, Absent-1**

7. ORDINANCE #1515 – 2017 PROPERTY TAX LEVY (FIRST READING)

Councilor Neve made a motion to move Ordinance #1515 – 2017 Property Tax Levy to a second reading. The motion was seconded by Councilor Olsen. **Vote: Ayes-4, Noes-0, Absent-1**

8. ITEMS FROM THE PUBLIC – NONE

9. DEPARTMENT HEAD REPORTS – NONE

10. MAYOR'S REPORT

✚ Mayor Struck only noted that everything seemed to be moving only nicely at the city and wanted to wish Councilor Williams happy birthday.

11. COUNCIL COMMENTS

- Councilor Olsen also wished Councilor Williams a happy birthday!

12. EXECUTIVE SESSION – POTENTIAL LITIGATION

Prior to adjourning to Executive Session Mayor Struck advised that no decisions would be made. Mayor Struck called the Executive Session to order at 5:40 PM for 20 minutes for the purpose of potential litigation. Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Webber and Clerk/Treasurer Roberts were in attendance. Also in attendance by conference call were Michael Tierney and Paul Correa of Tierney & Blakney, P.C.

Mayor Struck reconvened the meeting at 6:00 pm.

Executive sessions are done in accordance with RCW 42.30.080

13. ADJOURNMENT

The meeting was adjourned at 6:00 PM to meet again at 5:30 PM on Monday, November 14, 2016 for the next regularly scheduled meeting at South Bend City Hall.

Julie K. Struck
Mayor

ATTEST:

Dee Roberts
Clerk/Treasurer

**COOPERATIVE DEVELOPMENT AND USE AGREEMENT
BETWEEN
THE CITY OF SOUTH BEND
AND
THE SOUTH BEND SCHOOL DISTRICT**

This AGREEMENT is made and entered into the 14th day of November, 2016, by and between the City of South Bend, a municipal corporation, herein referred to as "City", and the South Bend School District, a public school district, herein referred to as "District", for the uses and purposes herein mentioned.

Whereas, the City and District find it beneficial to their respective programs to cooperate in the planning, development, operation and maintenance of sports fields and other recreational amenities suitable for use in programs of both agencies, subject to the conditions and regulations of each; and

Whereas, the City currently owns a 2.28 acre parcel of real property located within the City at 107 W. First Street that is currently in use as a City park, herein referred to as "Park"; and

Whereas, the Park contains property that can be developed into sports fields and related amenities that will benefit the programs of both the City and the District; and

Whereas, the City and District have agreed to jointly plan, develop and implement a master plan providing for recreational sports fields and other amenities within the Park; and

Whereas, a part of that master plan will include the District's development and administration of athletic fields within the Park that will be used for District training and athletic purposes; and

Whereas, the District may have private sector donors who are willing to provide, in full or in part, funds for the development of such athletic fields upon conditions specified by such donors;

NOW, THEREFORE, the parties do agree as follows:

- A. This agreement will run for a period of ten years from the date hereof. At the end of said period, said agreement will continue to be in effect until such time as either party elects to terminate this agreement by giving the other party 180 days written notice of such termination.

Upon termination of this agreement all capital improvements to the Park funded by the District, whether by District funds or by private sector donors, will become the property of the City, but subject to the following District use conditions.

If this agreement is terminated per its terms, the District will have the right to continued use of the athletic fields and related amenities that were funded in whole or in part by the District or by private sector donors pursuant to this agreement, with said continued use to be in the same manner that was in place while the terms of this agreement were in effect. If the District does not choose to exercise this continuing right of use, the City will be so informed.

- B. The City and District commit to planning and development intended to enhance their joint-use of the Park consistent with the goals of each party.
- C. Attached hereto as Exhibit "A" and incorporated herein by reference, is a general development plan for capital improvements in the Park. It is understood that the anticipated improvements represented on Exhibit "A" may be developed in a manner other than as shown on said exhibit.
- D. The City and District declare their intention that the athletic fields and related amenities to be developed under this agreement shall, when not needed for identified District purposes, be available to the City consistent with the terms of this agreement and by rules established by the City and District that are not inconsistent with the terms of this agreement.

The District shall be responsible for scheduling all District and non-District use of the athletic fields in the Park. After such District scheduling is completed, priority of use of the athletic fields will be given to City programs as identified by the City to be then as scheduled by the District.

It is understood and agreed that from time to time the District may need to supplement and/or change the dates that it has reserved for District use of the athletic fields. When that is necessary the District will so inform the City as expeditiously as possible. It is also understood and agreed that such supplemental and/or additional use of the athletic fields by the District will take precedence over all non-District use even if that non-District use has been previously scheduled.

- E. It is understood that non-District groups that are scheduled to use the athletic fields do not represent the City or the District in any manner. Supervision, liability and facility damage are solely the responsibility of the groups and/or associations using the athletic facilities, upon terms established by the City and District.

Appropriate non-District user fees will be established by the City and the District and collected by the District. These fees will be used to offset annual maintenance and operation and future development costs of the athletic fields. For the purposes of this paragraph, it is understood that the City's use of the athletic fields is understood to be a non-District use that is scheduled by the District.

- F. Generally, the maintenance and operation responsibilities related to the athletic fields shall be shared as follows:

1. Each party shall be responsible for their respective costs associated with field maintenance and repair and other minor maintenance and/or repair work on the athletic fields as is directly attributable to that party's programs and activities.
 2. The City and District will be responsible for providing the labor, materials, and equipment and fixtures (such as goal posts) associated with the conduct of their respective programs and activities, provided that the parties will share such equipment whenever it is cost effective and in the public interest to do so.
 3. If because of severe adverse weather conditions, significantly distressed or damaged fields and facilities, or other unforeseen causes, it is advisable to close or reduce scheduled usage of a field or facility, the City and District maintenance divisions shall confer and agree concerning reduced usage.
 4. It is understood and agreed that the sale and/or the use of alcohol and of any form of tobacco products is not allowed at the athletic fields.
- G. Any notice or communication from one party to the other shall be mailed postage pre-paid, addressed to, as the case may be, to the City of South Bend at P.O. Box 9, South Bend, WA 98586 or to the Superintendent, South Bend School District P.O. Box 437, South Bend, WA 98586; or such other address as the parties, from time to time, establish by written notice to each other; provided, that notice or communication from one party to the other may, alternatively, be personally delivered.
- H. No amendment, modification or renewal shall be made to this agreement unless set forth in a written Contract Amendment, signed by both parties and attached to this agreement.
- I. The City agrees to hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that District may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of the City's acts, errors or omissions in the performance of this Agreement. Nothing herein shall require the City to indemnify and hold harmless the District from any claim or action at law or in equity based solely on the conduct of the District, its officers, officials, employees and agents.

The District agrees to hold harmless and indemnify City its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that the City may suffer caused by or arising out of the District's acts, errors or omissions or breach of the terms or

conditions of this Agreement by the District its officers, officials, employees and agents while performing under this Agreement. Nothing herein shall require District to indemnify and hold harmless the City from any claim or action at law or in equity based solely on the conduct of the City, its officers, officials, employees and agents.

For purposes of this section, each party expressly waives its immunity under the Worker's Compensation Act or any similar law.

In the event of the concurrent negligence of the parties, the parties' obligations hereunder shall apply only to the percentage of fault attributable to each party, its officers, officials, employees and agents.

- J. Each party to this agreement shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees or its officers. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a part to this agreement.
- K. This Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District and the City.

SOUTH BEND SCHOOL DISTRICT

By: _____
Superintendent/Board Secretary

CITY OF SOUTH BEND

By: _____
Mayor

APPROVED AS TO FORM:

Craig Hansen, General Counsel
South Bend School District

(City Attorney)



OSG DOZING, LLC.

PO BOX 2849, OLYMPIA WA. 98507

Date: October 21, 2016
Project: South Bend Ballfield
Attn: Dr. Jon Tienharra

Exhibit "A"

RE: Draft Cheney Park Synthetic Turf Infield Conversion Proposal

Dear Dr. Tienharra

OSG Dozing, LLC is pleased to submit this Draft Proposal for constructing the South Bend Synthetic Infield. We have assembled a highly qualified Project Team who are eager to help the School District achieve great success with this significant athletic facility projects. Please consider this Draft Proposal as the first step in developing working relationship founded on trust and a common goal of attaining a high quality project at a fair cost.

Following are several assumptions that I have made in the preparation of the Proposal.

- 1) Site will not require dewatering
- 2) Subgrade Soils are Suitable for Supporting Construction Equipment
- 3) Access Roads to the Field will Support Construction Equipment.
- 4) All Permits will be Paid for by Others
- 5) Construction will Occur During the Dry Season

Sincerely,

Rodney G. Hudson

Rodney G. Hudson/Project Manager/Estimator

Attachments:

- 1) Proposal Dated October 21, 2016



DRAFT PROPOSAL

DATE: 21-Oct-16
 TO: City of South Bend
 Attn: Dr. Jon Tienharra, Superintendent
 Project: South Bend Synthetic
 Turf Infield Conversion
 Prepared By: Rod Hudson, Estimator/Project Manager

From: OSG Dozing, LLC
 Address: PO Box 2849
 Olympia, WA 98507
 PH: 360-705-4319/Fax: 360-705-4320
 Contractor Reg. # OSGDOSG967L
 UBI # 602-359-659

The Work identified in this Proposal assumes that the Owner and OSG Dozing, LLC would utilize the Shaw Sports Turf NJPA Purchasing Cooperative Contract to fulfill the obligations for a Public Bid and Award Process.

The following is a our Proposal for Constructing the site work elements as identified below.

Thank you for considering OSG Dozing as your Civil Contractor for this project.

Please do not hesitate to contact me should you need clarification on anything in this Proposal.

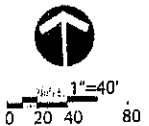
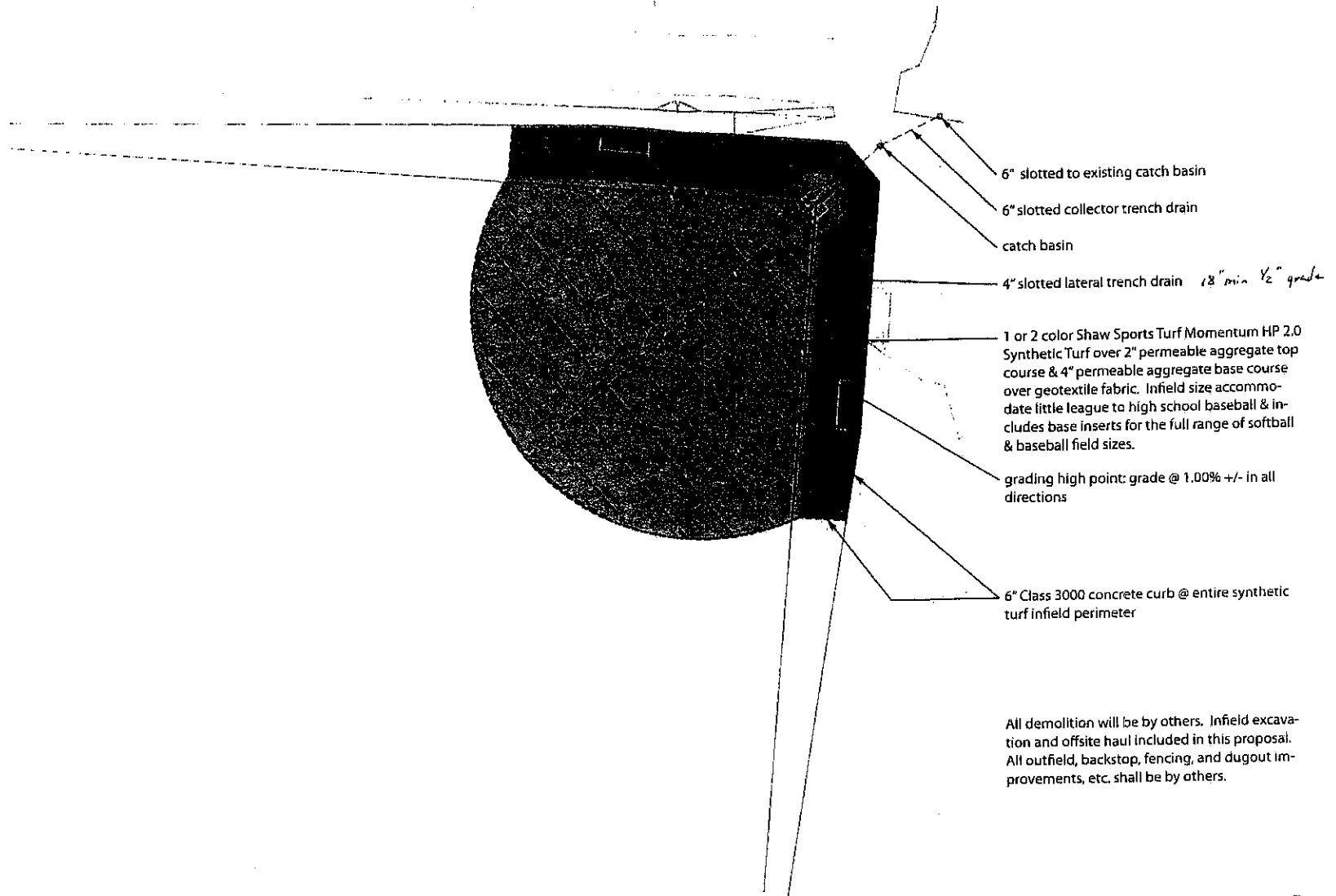
Item #	Description of Work Included in Proposal	Units	Quant.	Unit Cost	Total
1	Mobilization (Performance and Payment Bond is Included)	LS	1	\$ 19,750.00	\$ 19,750.00
2	Traffic Control and Signage	LS	1	\$ 1,500.00	\$ 1,500.00
3	Erosion Control	LS	1	\$ 7,000.00	\$ 7,000.00
4	Survey (Construction Staking)	LS	1	\$ 7,500.00	\$ 7,500.00
5	Excavating 7.5" to Subgrade (Disposal of soils will be onsite, Assume 20% Swell Factor)	CY	650	\$ 20.00	\$ 13,000.00
6	6" perforated Collector Drain	LF	240	\$ 30.00	\$ 7,200.00
7	4" perforated Lateral Drain	LF	2100	\$ 15.00	\$ 31,500.00
8	Type 1 Catch Basin	LS	1	\$ 1,500.00	\$ 1,500.00
9	Connect to Existing Drainage Structure	LS	1	\$ 425.00	\$ 425.00
10	Concrete Curbing at Infield Perimeter Areas	LF	590	\$ 25.00	\$ 14,750.00
11	Base Rock for Infield	Ton	500	\$ 51.25	\$ 25,625.00
12	Top Rock for Infield	Ton	250	\$ 60.00	\$ 15,000.00
13	Finish Grade Top Rock	SY	2625	\$ 1.85	\$ 4,856.25
14	Geotextile Fabric on Infield Subgrade	SY	2625	\$ 1.45	\$ 3,806.25
15	Plastic Nailer Curb for Synthetic Turf	LS	590	\$ 10.00	\$ 5,900.00
16	Sleeves for Bases and Rubbers	EA	17	\$ 675.00	\$ 11,475.00
17	Shaw Sports Turf	SF	23500	\$ 4.50	\$ 105,750.00
18	Trim and Cleanup	LS	1	\$ 2,000.00	\$ 2,000.00
Total Before WSST					\$ 278,537.50
WSST at 7.9%					\$ 22,004.46
Total with WSST					\$ 300,541.96
3% NJPA Fee					\$ 9,016.26
RW Droll Design Services					\$ 18,500.00
Grand Total					\$ 328,058.22



ROBERT W. DROLL
LANDSCAPE ARCHITECT
1454
STATE OF WASHINGTON
10/10/10



ROBERT W. DROLL
LANDSCAPE ARCHITECT
1454
STATE OF WASHINGTON
10/10/10



// MOMENTUM HP™ 2.0

shaw
SPORTS TURF

TEST	UNIT	SPECIFICATIONS
Linear Density - Denier*	Denier	9,000
Thickness	Microns	110
Break Strength**	lbs/force	20
Elongation	%	> 30
Total Lead Content	ppm	< 100
Total Product Weight***	oz / yd ²	69
Pile Yarn Fiber Weight****	oz / yd ²	41
Primary Backing Weight****	oz / yd ²	8
Secondary Backing Weight†	oz / yd ²	20
Average Pile Height****	inches	2.0
Average Tuft Bind Strength	lb / force	> 10
Tufting Gauge	inches	3/8
Average Grab Tear Strength	lb / force	> 200
g-Max		< 200
Pill Flammability		Pass
Infiltrator (Drainage)	in / hr	> 25

Except where noted as a minimum or maximum, the above specifications are nominal.

* All values are ± 8% ** All values are ± 25% *** All values are ± 10% **** All values are ± 5% † All values are ± 3 oz



FIELD GREEN



OLIVE



CRIMSON



RED



TERRA COTTA



ORANGE



GOLD



YELLOW



VEGAS GOLD



TAN



BROWN



LAGOON BLUE



MEDIUM BLUE



NAVY BLUE



PURPLE



BLACK



GREY



WHITE

The colors shown are not intended for exact matching purposes, please refer to actual sample swatches for accurate hues.

1.0 GENERAL REQUIREMENTS

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this section.

1.2 Scope of Work

- A. Furnish all labor, materials, tools, and equipment necessary to install, in place, all synthetic turf material as indicated on the plans and as specified herein. The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings.
- B. Prior to order of materials, the Synthetic Turf Contractor shall submit the following:
 - 1. Product data, including Independent Laboratory Test Results,
 - 2. Installation details,
 - 3. Sample Warranty,
 - 4. Field layout and striping plans,
 - 5. Details on construction, especially any details that may deviate from plans and specifications.
- C. Prior to the beginning of installation, the Synthetic Turf Contractor of the synthetic turf shall verify the base for planarity. Upon written confirmation from the base contractor that compaction/planarity and drainage/permeability specifications have been achieved, the installation of synthetic turf will proceed as arranged.
- D. Prior to Final Acceptance, the Synthetic Turf Contractor shall submit to the Owner three (3) copies of Executed Warranty Documents and Maintenance Manuals, which will include necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping.

1.3 Shop Drawings

- A. Shop drawings shall be prepared and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner or Owner's representative for approval prior to the manufacturing and shipment of materials.

B. Submit drawings for:

1. Installation details, edge detail, goal post detail, other inserts, and covers, etc., as required by contract.
2. Striping plan showing any field lines, markings and boundaries, and field logos per project drawings.

1.4 Quality Assurance

A. Synthetic Turf Manufacturer is defined as:

1. Be a company specializing in the design and manufacturing of in-filled turf systems with not less than 5 years documented experience.
2. Manufacturer shall have an experienced technical services and sales professional who is available during the course of the work to meet personally with the Owner, Contractor, and Landscape Architect.

B. Synthetic Turf Manufacturer's Experience:

1. The Synthetic Turf Manufacturer shall have the experience of at least one hundred (100) acceptable installations of full-size fields (minimum 65,000 sq. ft.) in the United States within the past five (5) years of tufted, polyethylene grass-like fabrics that are filled with either all rubber or a mixture of SBR rubber and sand. Submit a list of all applicable installations with the bid.
2. The Synthetic Turf Manufacturer shall have the experience of twenty-five (25) acceptable installations (minimum 65,000 sq. ft.) of fields that are at least eight years old. Submit a list of all applicable installations with the bid.
3. The Synthetic Turf Manufacturer shall have the experience of fifty (50) acceptable installations of the specific fiber system specified. Submit a list of all applicable installations with the bid.
4. The Synthetic Turf Manufacturer shall have the experience (if applicable to this project specification) of one hundred (100) installations with sewn main fabric seams.
5. The Synthetic Turf Manufacturer must be a certified member of the Synthetic Turf Council in good standing.
6. The Synthetic Turf Manufacturer must have and operate its own extensive research and development laboratory. This laboratory must include testing devices for the following tests: Yarn Tensile Strength, Yarn Elongation, Tuft Bind, Grab Tear Strength, Seam Strength, g-max, Force Reduction, Vertical Deformation, Ball Roll, Ball Rebound, Rotational Resistance, Linear Traction, Relative Abrasive Index, UV Resistance, Flammability, and Simulated Aging.
7. The Synthetic Turf Manufacturer must have manufactured and installed fields at every level of competition, including high school, college and professional.

8. The Synthetic Turf Manufacturer must have at least (1) one current NCAA Division 1 and (1) one current NFL game stadium installation.
9. The Synthetic Turf Manufacturer must be a FIFA licensee and have at least (1) one FIFA 2-Star field installed in the North America.
10. The Synthetic Turf Manufacturer must not have had more than (5) five fields replaced, under warranty, during the past 5 years.
11. The Synthetic Turf Manufacturer must be vertically integrated including in-house tufting, polyethylene monofilament extrusion, in-house coating, polyurethane compounding, manufacture own primary backing, in-house yarn texturizing, ability and flexibility to tuft various gauge widths and have the ability to recycle used/old fields.
12. The Synthetic Turf Manufacturer must have a fully integrated quality system, directly based on and compliant with ISO 9000, ISO 14001 and OHSAS 18001 international standards.

B. Synthetic Turf Contractor is defined as:

1. Have built and installed a minimum of 10 in-filled synthetic turf fields. Turf contractors and on-site superintendent shall provide a resume to provide proof of experience
2. At any time after award of the contract and before the completion of the project, should any member of the approved crew or subcontractor discontinue their relationship with the synthetic turf crew or subcontractor the Owner shall be notified. Failure to provide personnel meeting the minimum qualifications shall be considered default of the contract requirements

C. Warranty: The Synthetic Turf Contractor shall submit it Manufacturer's Warranty, which guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of Substantial Completion.

1. The warranty submitted must have the following characteristics:
 - a) Must provide full-field coverage for eight (8) years from date of Substantial Completion,
 - b) Must warrant materials and workmanship,
 - c) Must warrant that the materials installed meet or the product specifications within manufacturing tolerances,
 - d) Must have a provision to either repair or replace such portion of the installed materials that are no longer serviceable to maintain a serviceable and playable surface,
 - e) Must be a Manufacturer's warranty from a single source covering workmanship and all self-manufactured or procured materials,
 - f) Must not be limited to the amount of annual usage,

- g) Must provide, at the time of bid, a copy of its pre-paid 3rd party insurance policy. This policy must have an annual aggregate amount of no less than \$60 million, and a per incident limit of no less than \$7 million per claim. The third party insurer must have an AM Best rating of A++ or better.

1.5 Existing Conditions

- A. If the surface on which the new synthetic turf is to be installed is an existing asphaltic/concrete base, the Synthetic Turf Contractor will be responsible for any damage due to negligence to the concrete during removal/installation of the synthetic turf system provided there are no failures below the surface which contribute to the damage. The football goal posts, if any, are to be removed and reinstalled by the Owner or Prime Contractor to facilitate the installation of the new synthetic turf system.
- B. If the surface on which the new synthetic turf to be installed is a new asphaltic/concrete base or a new base of compacted, porous aggregate, the Synthetic Turf Contractor will be responsible for any damage to the base during removal/installation of the synthetic turf system after the deficiencies (if any) have been corrected by the base contractor with respect to planarity, compaction, and drainage/permeability. New in ground equipment, football goal post (if any) and /or infield mix backfill within the contiguous synthetic turf limits or immediately adjacent thereto are to be installed prior to the installation of the synthetic turf system. Damage to the synthetic turf system during the installation of such materials is not the responsibility of the Synthetic Turf Contractor.

1.6 Schedule

- A. The Synthetic Turf Contractor shall complete all work on the synthetic turf system in accordance with the published project schedule, or as mutually agreed upon.
- B. The synthetic turf contractor will require unencumbered use of staging area within fifty (50) feet of the synthetic turf area(s) being installed in order to complete the work. The Synthetic Turf Contractor shall also be afforded unencumbered access through the construction site to reach the synthetic turf field area being installed.

1.7 Surface Area

- A. The Synthetic Turf Contractor is to verify all measurements.

1.8 Utilities

- A. Owner or Prime Contractor will supply necessary water, adequate lighting, and electricity for installation. Owner or Prime Contractor shall permit use of toilet and wash up facilities.

2.0 PRODUCTS

2.1 *Approved Products: Shaw Sports Turf: Momentum*

2.2 *Materials*

- A. Shall be tufted, polyethylene, grass-like fabric coated with a secondary backing of high-grade polyurethane. Refer to grid in section 2.1 D.
- B. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified should be able to withstand exposure in all climates, be resistant to insect infestation, rot, fungus, mildew, ultraviolet light and heat degradation, and shall have the basic characteristics of flow-through drainage, allowing free movement of surface runoff through the synthetic turf fabric where such water may flow to the existing base and into the field drainage system.
- C. The finished playing surface shall appear as mowed grass and shall resist abrasion and cutting from normal use.
- D. The polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water, and airborne pollutants.
- E. The system shall be tufted at the pile height and gauge listed in specification grid, refer to grid in section 2.1 D.
- F. The Primary Backing must be a multi-layer backing, contain UV stabilizers and must pass 3000 hours of QUV A testing, refer to grid in section 2.1 D.
- G. The Secondary Backing of high-grade polyurethane shall be applied to the Primary Backing. Secondary Backing adds resistance to water degradation and strengthens grip on fibers, refer to grid in 2.1 D.
- H. The entire backing shall be coated with holes perforated throughout the backing at the Synthetic Turf Manufacturer's recommended interval to allow for drainage. Partially coated backings or latex coating materials shall not be acceptable.

Pile Yarn	Polyethelene Slit Film	METHOD
Linear Density (Denier)*	9,000	ASTM D 1577
Yarn Thickness	110 microns	ASTM D 3218
Pile Weight****	41 oz./yd ²	ASTM D 5848
Finished Pile Height****	2.0	ASTM D 5823
Product Weight (total)***	69 oz./yd ²	ASTM D 5848
Primary Backing Weight****	8 oz./yd ²	ASTM D 5848
Secondary Coating Weight+	20 oz./yd ²	ASTM D 5848
Fabric Width	15' (4.57m)	ASTM D 5793
Tuft Gauge	3/8"	ASTM D 5793
Grab Tear Strength Avg.	> 200 lb.-F	ASTM D 5034
Tuft Bind (Avg.)	> 10 lb.-F	ASTM D 1335
Infilltrometer	> 25	ASTM D3885

Except where noted the above specifications are nominal.

* Values are +/- 8%. ***Values are +/- 10 oz. ****Values are +/- 5%. +Values are +/- 3 oz./yd².

I. Infill materials must conform to the grid is section 2.1 E

Property	Standard	Specification
Rubber Granule Comp	N/A	All black SBR
Rubber Granule Shape	EN 14955	Spherical, Moderate, Angular
Rubber Sieve Analysis	ASTM D 5644	10 / 20MESH (2.0mm – 0.85mm)
Sand Granule Shape	ASTM D442	Semi-rounded to rounded angularity
Sand Sieve Analysis	ASTM E11	20 / 40 MESH (0.85mm - 0.425 mm)
Infill Lbs. of Rubber	N/A	2.81 lbs.
Infill Lbs. of Sand	N/A	1.20 lbs.
Fiber Reveal	N/A	5/8"

- J. Perimeter edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the Design Professional, and as approved by the Owner. The cost for these embedded items shall be included in the Sitework Contractor's price along with the compacted, porous base.

3.0 EXECUTION

3.1 General

- A. The installation shall be performed in full compliance with approved shop drawings.
- B. Only factory-trained technicians skilled in the installation of athletic caliber synthetic turf systems shall undertake the placement of the system.
- C. Subject to the requirements in Section 1.2(B), the surface to receive the synthetic turf shall be verified by the Synthetic Turf Contractor as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

3.2 Removal (if necessary)

- A. Synthetic Turf Contractor shall remove the existing synthetic turf and under-pad from the field (as required by contract).
- B. After removal of the stadium surface, the existing synthetic turf and pad materials shall be rolled up and placed at a location designated by the Owner.

3.3 Installation

- A. The completed base and adjacent curbs/perimeter nailer shall be inspected by the Engineer or Sitework Contractor by means of a laser and plotted on a 10-foot grid. Based upon the Contractor's inspection of the topographical survey, the Sitework Contractor shall fine grade the base suitably, including properly rolling and compacting the base to achieve a surface planarity within 1/4" in 10-feet (+0, - 1/4"). OWNER, ENGINEER, OR PRIME CONTRACTOR SHALL NOT APPROVE THE BASE FOR TOLERANCE TO GRADE WITHOUT OBTAINING THE TOPOGRAPHICAL SURVEY.
- B. Subgrade and base shall be uniformly compacted to a minimum of 95% of maximum dry density. Care must be exercised to minimize segregation. Engineer/Sitework Contractor shall make written records available to Synthetic Turf Contractor's inspector for both drainage/permeability and compaction/planarity as obtained from a minimum 10' x 10' grid.
- C. The Synthetic Turf Project Superintendent shall thoroughly inspect all synthetic turf materials delivered to the site for both mixing and quantity to assure that the entire installation shall have sufficient material to maintain proper mixing ratios.
- D. Synthetic turf shall be loose-laid across the field, stretched, and attached to the perimeter edge detail. Synthetic turf shall be of sufficient length to permit full

cross-field installation. No head or cross seams will be allowed except as needed for inlaid fabric striping or to accommodate programmed cut-outs.

- E. All seams shall be flat, tight, and permanent with no separation or fraying. Selvage edges of all panels must be cut and discarded prior to being sewn together. A butt-stitch method of seaming must be implemented and a double-lock stitch with cord recommended by the Synthetic Turf Manufacturer shall be utilized. Bagger stitching is prohibited. Seaming tape is to be constructed of high tenacity, coated non-woven fabric. Inlaid markings shall be adhered to seaming tape with a high strength polyurethane adhesive applied per the Synthetic Turf Manufacturer's standard procedures for outdoor applications. All main fabric seams shall be transverse to the field direction (i.e. run perpendicularly across the field).
- F. Infill materials shall be properly applied in numerous lifts using special broadcasting equipment. The synthetic turf shall be raked and brushed properly as the mixture is applied. The infill material shall be installed to a settled depth of approximately 5/8 inches of the fiber exposed. The infill materials can only be applied when the synthetic turf fabric is dry.
- K. g-Max (shock attenuation) must test below 125 at installation.

3.4 Field Markings and Decorations

- A. Field markings and decorations shall be installed in accordance with approved project shop drawings.

3.5 Clean Up

- A. Synthetic Turf Contractor shall provide the labor, supplies, and equipment, as necessary, for final cleaning of the surfaces.
- B. The Synthetic Turf Contractor shall keep the area clean and clear of debris throughout the project.
- C. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by Owner.



October 14, 2016

Proposal 1

Project: South Bend Baseball
South Bend, Washington

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Field Size	Price
Momentum HP 2.0	23,500 +/-	\$ 105,750
Adds:		
Greensgroomer 920SDE		\$ 3,400
Sweeper		\$ 1,250

Notes: All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

This proposal was generated per plans provided by others.

NJPA Contract # 082114-SII

Scope of Work Inclusions

- Supply & install our Shaw Sports Turf Synthetic Turf System. over base provided by OSG, generally in accordance with manufacturer product specifications, warranty & installation methods (including turf, sundries & infill materials)
- Synthetic turf per rendering provided by Shaw Sports Turf – 24,000 +/- SF (changes in layout may increase price). Drawings will be required for accurate measurement of field and shop drawings.
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply & install tufted & inlaid game field markings:
 - Lines/Markings – Baseball
- Supply & install turf system infill materials: ambient processed SBR rubber granules & silica sand by weight
- One (1) GMAX test performed at substantial completion
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives may be at additional cost
- Provide 8 year insured warranty for our turf system only & instructions in care and maintenance of turf
- Price base upon prevailing wages
- Prices based upon one mobilization. Re-mobilization will incur additional costs (each mobilization)



Scope of Work Exclusions

- Any Shock Pad or E layer
- Any Engineering and/or Design fees and/or survey work
- Any Independent Testing or testing of any kind, other than one Gmax noted above
- Any sub grade or base testing of any kind
- Maintenance of field or other turf treatments
- Any lettering, logos and/or additional field markings not specified above
- Provision of any additional sports equipment; portable pitching mound, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, etc. (no labor or supplies of any kind)
- Anything not specifically stated in our above scope of work.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges

Conditions

- Adequate staging area to be provided by the Client
- Executed Contract contingent upon site visit & approval by Shaw Sports Turf representative
- This proposal is valid for 90 days.
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- Price(s) subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, taxes, etc.

Please contact me with any questions regarding this proposal.

Best regards,

Kevin Senf
Territory Manager
Shaw Sports Turf
Phone: 512.627.2220

Draft

October 17, 2016

South Bend Synthetic Turf Infield

RWD Proposal for Professional Services

Site: Cheney Park

Owner: City of South Bend

Client: South Bend School District

Proponent: OSG Dozing

Scope of Work: Excavation, grading, concrete curb with nailer edge, subsurface drainage system, permeable aggregate, and synthetic turf for the Cheney Park Infield totaling 24,000 square feet.

Scope of Services & Deliverable Products:

- 1.01 Site Visit & Base Map Preparation from Owner supplied Design Survey.
- 1.02 Infield Site & Grading Plan: defines the infield's physical improvements and horizontal and vertical locations.
- 1.03 Subsurface Drainage Plan: defines the type, size, alignment, and grade of drainage system.
- 1.04 Sections/Details: defines the Edge Restraint, Permeable Aggregate/Synthetic Turf, Catch Basin, trench Pipe Drain, and all details & Sections necessary for this Synthetic Turf Infield.
- 1.05 Stormwater Report: RWD will prepare a Stormwater Report for the Synthetic Turf Infield only.
- 1.06 SEPA/Development Permit: RWD will prepare SEPA and the Development Permit applications for the Synthetic Turf Infield only.
- 1.07 Construction Visit: RWD will provide one construction visit to review work.
- 1.08 Project Management: RWD will manage the design process and coordinate with Proponent.

Additional Services:

- ☐ Design of any improvements other than listed in the Scope of Work.
- ☐ Geotechnical Investigations/Testing
- ☐ Structural Design
- ☐ Sportsfield Illumination
- ☐ Wetland Delineation & Reports
- ☐ Design and Boundary Survey

Client/Owner Provided Services

- ☐ Client will provide additional Design Survey upon request

Assumptions:

Based upon Bob Droll's communication with Dennis Houk, OSG Dozing has the City permission to connection the Infield Subsurface Drainage System to the Catch Basin in First Street.

Fee Proposal

RWD will accomplish the Scope of Services/Deliverable Products for a Lump Sum fee of \$18,500 to be billed on a Time and Materials basis up to the Lump Sum Fee total amount.

NOTICE OF PUBLIC HEARING

2017 Final Budget

CITY OF SOUTH BEND

NOTICE IS HEREBY GIVEN that the City of South Bend Council will hold a public hearing on the 14th day of November 2016 at 5:40 PM for the purpose of discussing the 2017 City of South Bend Final Budget. Any member of the public is encouraged to attend this hearing to comment on the City's revenues and expenditures. Comments may also be submitted to the City Council in care of the:

Clerk/Treasurer's Office
City of South Bend
P.O. Drawer 9
South Bend, Washington 98586
Phone 360-875-5571
Email: dee.roberts@southbend-wa.gov

Copies of the budget for 2017 will be available the week of October 31, 2016. Persons with disabilities are encouraged to contact the Clerk/Treasurer in advance for assistance in submitting comments on the subject matter.

Dee Roberts, Clerk/Treasurer

Publish: November 2nd and 9th, 2016

ORDINANCE #1515

**AN ORDINANCE FOR THE CITY OF SOUTH BEND, WASHINGTON
LEVYING A TAX ON REAL AND PERSONAL PROPERTY IN THE CITY OF
SOUTH BEND, WASHINGTON, FOR THE FISCAL YEAR 2016**

WHEREAS, The City Council of the City of South Bend, Washington has met and considered its budget for the calendar year 2017; and

WHEREAS, the districts actual levy amount from the previous year was \$237,524 and

WHEREAS, the population of this district is less than 10,000; and now therefore,

BE IT RESOLVED by the City Council of the City of South Bend that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$2,375 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

INTRODUCED this 24th day of October, 2016 **AND PASSED** on the 14th of November, 2016 by the following vote:

Ayes –

Noes –

Absent –

Julie K. Struck, Mayor

AUTHENTICATED BY: _____

Dee Roberts, Clerk/Treasurer

Publish 11/23/16

ORDINANCE #1517

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SOUTH BEND, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017

WHEREAS, the Mayor of the City of South Bend, Washington completed and placed on file with the City clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond redemption and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2017, and a notice was published that the Council of said City would meet on the 14th of November, 2016 at the hour of 5:40 PM, at the Council Room in the City Hall of said City for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of South Bend for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City during said period.

NOW THEREFORE, the City Council of the City of South Bend, Washington do ordain as follows:

The budget for the City of South Bend, Washington for the year 2017 is hereby adopted per the attached document entitled *City of South Bend, 2017 Budget*. Estimated resources, including fund balances or working capital for each separate fund of the City of South Bend, Washington and estimated expenditures for all funds combined, for the year 2017 are set forth in the attached summary and are appropriated for expenditure during the year 2017.

The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of State Auditor and to the Association of Washington Cities.

INTRODUCED this 14th day of November, 2016 **AND PASSED** on the 28th day of November, 2016 by the following vote:

Ayes –

Noes –

Absent –

Julie K. Struck, Mayor

AUTHENTICATED BY: _____
Dee Roberts, Clerk/Treasurer

Publish: 12/07/16

ORDINANCE #1518

**AN ORDINANCE FOR THE CITY OF SOUTH BEND, WASHINGTON
AMENDING PORTIONS OF CHAPTER 8.20 – GARBAGE OF THE CITY OF
SOUTH BEND'S MUNICIPAL CODE**

WHEREAS, the City of South Bend, Washington Garbage and Refuse collection service is a public utility operated by the City for its citizens, and

WHEREAS, the City Council is required to set rates for garbage collection at a level adequate to operate, maintain and replace necessary equipment,

**THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON DO
ORDAIN AS FOLLOWS:**

Section 8.20.120 Rates – Shall be *amended* as follows:

The monthly charges for Garbage service in the City of South Bend shall be as follows, and will be adjusted by an inflation factor equal to 100% (one hundred percent) of the U.S. Consumer Price Index on the January 1st billing for each ensuing year unless the City Council deems otherwise:

A. Thirty-Two-Gallon or Less Container:

(1) Within 10 feet of surface roadway and not over four feet above roadway grade:

Regular Rate: \$23.50 1st Can \$18.58 each additional can

Senior Rate (62+ years/disabled): \$19.68 1st Can \$16.80 each additional can

(2) Over 10 feet from surface and/or in excess of four feet above roadway grade:

Regular Rate: \$26.18 1st Can \$18.58 each additional can

Senior Rate (62+ years/disabled): \$19.68 1st Can \$16.80 each additional can

(3) Occasional extra units may be charged at the rate of **\$3.77 per unit**; a units being a 32-gallon can, plastic bag or small bundle.

(4) Containers running over 80 pounds shall be assessed a penalty of **\$3.77 per unit**.

(5) Should the residence be unoccupied for four weeks or longer, credit will be given if the resident provides written notice of that fact.

B. Commercial Bulk Container:

Pickup	1 Yard Hopper	1.5 Yard Hopper	2 Yard Hopper
1/Wk	\$80.97	\$112.55	\$141.69
2/Wk	\$130.43	\$190.85	\$241.28
3/Wk	\$190.20	\$269.22	\$341.57
4/Wk	\$245.67	\$360.67	\$440.31
5/Wk	\$299.36	\$425.74	\$539.74

(1) Customers with “on call” dumpsters will be charged a standby fee as follows:

1.0-yard hopper - \$10.90 per week
1.5-yard hopper - \$11.69 per week
2.0-yard hopper - \$15.35 per week

(2) “On call” dumpsters will be charged the following rate each time they are dumped:
1.0 Yard \$13.49, 1.5 Yard \$20.24 and 2.0 Yard \$26.99.

(3) Dumpster Drop Off Fee - **\$40.00**. Fee applies to all customers – Residential and Commercial.

This Ordinance shall become effective five (5) days from date of publication with the prescribed rates first applied to the January 1, 2017 billing (*Mid-November through Mid-December Usage*)

INTRODUCED this 14th day of November, 2016 **AND PASSED** on the 28th of November, 2016 by the following vote:

Ayes –

Noes –

Absent –

Julie K. Struck, Mayor

AUTHENTICATED BY: _____

Dee Roberts, Clerk/Treasurer

Publish 12/07/16

Chapter 8.20 GARBAGE

Sections:

- 8.20.010 Purpose and interpretation.**
- 8.20.020 Intent.**
- 8.20.030 Service compulsory – Compliance – Clean.**
- 8.20.040 Definitions.**
- 8.20.050 Collection service – Frequency.**
- 8.20.060 Container requirements.**
- 8.20.070 Container use.**
- 8.20.080 Garbage draining and wrapping.**
- 8.20.090 Dead animals.**
- 8.20.100 Fund created.**
- 8.20.110 Charges for collection.**
- 8.20.120 Rates.**

8.20.010 Purpose and interpretation.

This chapter and the rules and regulations herein mentioned shall be deemed expedient to maintain the health and welfare of the city and its inhabitants and all of its provisions shall be liberally construed for the accomplishment of such purposes. (Ord. 1059 § 1, 1981).

8.20.020 Intent.

The maintenance of the community's health and sanitation requires, and it is the intent of this chapter to make, collection, removal, and disposal of garbage, refuse and dead animals within the city of South Bend compulsory and universal. The regulation of the disposal and hauling of garbage and rubbish in the city shall be under the direction of the city supervisor, who shall prepare reasonable regulations concerning the days of collection of refuse, location of waste containers, and any other regulation pertaining to the collection and disposal of waste as he may deem advisable; and provided, that such regulations are not contrary to this chapter. (Ord. 1511, 2016; Ord. 1059 § 2, 1981).

8.20.030 Service compulsory – Compliance – Clean.

A. Compulsory. It is compulsory for every person in possession, charge or control of any structure within the city to take a collection service provided by the city for refuse. It is compulsory for every person in possession, charge or control of any house, dwelling, multi-unit residence, apartment house, trailer court or any building put to residential use to take recycling services provided by the city for recycling materials. Failure to make use of such service shall not exempt any party from the payment of the regular charges established for that service. The city may, when unusual or extraordinary circumstances prevail, grant an exemption from compliance with this section. The city must approve any service level for collection of refuse for all customers.

B. Compliance. It is unlawful for any person to burn, dump, collect, remove or in any manner dispose of garbage, rubbish, trash, offal and any other waste upon or over any of the streets, alleys, public places or

private property within the city except as may be directed by the city on special occasions and/or otherwise than as is provided for in this chapter.

C. Cleanup. It is unlawful for any person in possession, charge or control of any property from which refuse is collected by the city, who has knowledge that refuse from their property which has been deposited by the elements, animals or other causes upon public property or private property, to allow such refuse to remain for more than 24 hours. The health officer shall have the authority to enforce the provisions set forth in this chapter as they pertain to public health or sanitation in conjunction with any other city personnel. (Ord. 1511, 2016).

8.20.040 Definitions.

For the purposes of this chapter, the following definitions shall be and are hereby defined:

"City" means the city of South Bend.

"Commercial" or "commercial dwelling" means a building or group of buildings designed, intended for or used for any purpose other than single or multiple dwellings, and shall include office buildings. Any building or group of buildings where combined residence and business is practiced, where such business is advertised by a sign of any type on the premises and/or is listed in the telephone directory as a business except those businesses conducted in an approved home occupation or otherwise exempted by the city, shall be classified as a commercial dwelling.

"Dead animals" means all animals, large or small, which may die or be killed for other than food purposes.

"Garbage" is composed of putrescible (organic) waste matter such as that left from the preparation of food, food processing, animal excreta, and small dead animals.

"Health officer" means the city or county health officer or other authorized representative as defined by state law.

"Person" means every person, firm, partnership, association, institution and corporation. The term also means the occupant or owner of the premises for which service is rendered pursuant to this chapter.

"Refuse" consists of garbage and rubbish and is the accumulation of waste matter which has been discarded as of no further value to the owner.

"Residential" means a building or separate living unit designed and intended for occupancies as a dwelling and having its own housekeeping and kitchen facilities. Single-family residences, apartment units, duplexes, triplexes, fourplexes and condominium units shall be considered residential units. Hotel, motel and rooming and boarding units designed primarily for transient tenancy shall not be considered residential units, but shall be subject to commercial charges.

"Rubbish" means inorganic waste consisting of, but not limited to, ashes, bottles, jars, cans, small shrubs and twigs, rags and paper products.

"Supervisor" shall mean the city supervisor. (Ord. 1511, 2016; Ord. 1059 § 3, 1981. Formerly 8.20.030).

8.20.050 Collection service – Frequency.

A. It is unlawful for anyone except the city to collect solid waste within the city for compensation without the approval of the city. It is standard service for each residence to receive every week collection service to encourage recycling and alternatives to disposal of household waste.

B. Every person desiring to engage in the collection of solid waste for compensation within the city who is not acting as an agent for the city shall make written application to the city. The city shall prepare reasonable rules and regulations for the licensing, control and approval of any application, including fees to

cover the cost of administrating, controlling and overseeing any collector. Approval shall not be granted in any case where such collection will adversely affect the city.

C. The collector of refuse shall collect, remove and dispose of all garbage and refuse in the residential section of the city at least once every week, and from hotels, restaurants, boarding houses, eating places, apartment houses, schools, hospitals, and in the business sections of the city as shall be required to maintain a healthful and sanitary condition. (Ord. 1511, 2016).

8.20.060 Container requirements.

A. Residential, commercial and industrial refuse producers shall use watertight, rodent-proof garbage containers not exceeding 32-gallon capacity, up to four in number.

B. Public, commercial and industrial producers requiring more than four standard containers per week shall use a bulk container approved by the supervisor.

C. Occasional extra waste materials shall be in heavy duty plastic bags of sufficient strength to allow the bag to be suspended two feet above the ground without breaking or tearing. In the case of container failure, it is the duty of the person in possession of garbage container(s) to pick up all garbage or refuse that has not been contained in bags, boxes, etc.

D. Each container shall be kept in a sanitary condition and in good repair with the lid tightly fitted in place when not actively depositing or removing refuse.

E. It is the duty of every person in possession, charge or control of any structure within the city where waste is created or accumulated at all times to use city-owned containers or other containers as approved by the city, in accordance with this chapter, and to deposit or cause to be deposited refuse therein. If such a person is furnished a commercial bulk container and/or recycling container then such person shall be responsible for maintaining the container in a clean condition.

F. Location. No container shall be kept or stored within the confines of any street or public alley in the city, except as otherwise allowed by the city. Containers placed on private property which have been approved for pickup by the city shall be placed in a preapproved, readily accessible location.

G. Curb-Side. Containers that are to be picked up at the curb-sides shall, on the day of collection, be placed in a timely manner in an accessible location to the traveled roadway. Any container which is placed out for curb-side pickup shall be removed, by the person in possession, charge or control of said container, from public right-of-way within 24 hours after collection unless otherwise allowed by the city.

H. No enclosure or other structure may be placed around any city-owned container in its accessible location for pickup without the review and approval of the city.

I. Special Containers. Suitable containers, such as compactor units and drop boxes, may, with the permission of the city, be used by establishments which dispose of refuse in such quantity that containers, as defined in this chapter, would be impractical or inefficient. These containers shall be kept in good condition with close-fitting lids and watertight construction. The city, after proper notification to the person in possession, charge or control of said container, may require the replacement or repair of any container which deteriorates to an unsatisfactory condition. Disposal of refuse from these containers shall be as authorized by the city.

J. Prohibited Materials. The rules and regulations authorized by this chapter shall provide for the materials that can and cannot be placed in any city-owned container. The city may decline to pick up any container which has unauthorized materials placed in it.

K. The chapter for service shall not be waived for violation of any of the rules and regulations imposed or authorized by this chapter, where collection is denied by the city.

L. Container Damage and Replacement. If any container owned by the city is damaged or lost through the abuse or neglect of any person in possession, charge or control of said container, the person in possession, charge or control of said container shall be held responsible for the cost of repair or replacement of the container.

M. Customers may exchange city-provided refuse containers for a different size within the first six months of new service for no charge. There is no charge for exchange of a refuse container for a smaller size. (Ord. 1511, 2016; Ord. 1059 § 5, 1981. Formerly 8.20.050).

8.20.070 Container use.

A. No person shall place any garbage, rubbish, refuse or recycling materials in any city-owned container other than the container which was assigned by the city to such person and as directed by the city.

B. No person other than a city-approved, authorized collector or city employee charged with that responsibility shall tamper with or remove any solid waste or recyclables from a city-owned container other than the owner or occupant of the property served by such container. (Ord. 1511, 2016).

8.20.080 Garbage draining and wrapping.

All garbage shall be drained of liquids and wrapped in paper, plastic or other material before being placed in the container. The city may decline to collect undrained garbage which is in a liquid state, unwrapped or improperly placed. (Ord. 1511, 2016).

8.20.090 Dead animals.

Dead animals on public property or right-of-way shall be collected and removed by the solid waste utility. Dead animals shall not be placed in any city-owned container unless approved by the city. Any animal or any part of an animal from slaughterhouses or similar places, regardless of size, shall be regarded as industrial refuse and shall not be collected by the city. (Ord. 1511, 2016).

8.20.100 Fund created.

There be and hereby is established and created a fund known as the "garbage fund" of the city of South Bend to and from which shall be paid moneys collected and derived under and by virtue of this chapter and the expenses incident to the collection and disposition of refuse shall be paid from such fund. (Ord. 1511, 2016; Ord. 1059 § 6, 1981. Formerly 8.20.060).

8.20.110 Charges for collection.

The garbage collection activities of the city of South Bend are a separately operating utility and shall charge those rates for collection and disposal as may be required for the safe, reliable maintenance of the public health and welfare. Said rates shall be set by ordinance of the South Bend city council and reviewed annually by said council to ensure solvency of the garbage fund as provided in SBMC 8.20.060. (Ord. 1511, 2016; Ord. 1059 § 7, 1981. Formerly 8.20.070).

8.20.120 Rates.

The monthly charges for garbage service in the city of South Bend shall be as follows, and will be adjusted by an inflation factor equal to 100 percent of the U.S. Consumer Price Index on the January 1st billing for each ensuing year unless the city council deems otherwise:

A. Thirty-Two-Gallon or Less Container.

1. Within 10 feet of surface roadway and not over four feet above roadway grade:

a. Regular rate: \$15.66, first can; \$10.74 each additional can.

b. Senior rate (62+ years/disabled): \$13.12, first can; \$8.96 each additional can.

2. Over 10 feet from surface and/or in excess of four feet above roadway grade:

a. Regular rate: \$17.45, first can, \$10.74 each additional can.	1-Yard Pickup	1.5-Yard Hopper	2-Yard Hopper
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b. Senior rate (62+ years/disabled): \$13.12, first can, \$8.96 each additional can.

3. Occasional extra units may be charged at the rate of \$2.51 per unit; a unit being a 32-gallon can, plastic bag or small bundle.

4. Containers running over 80 pounds shall be assessed a penalty of \$2.51 per unit.

5. Should the residence be unoccupied for four weeks or longer, credit will be given if the resident provides written notice of that fact.

B. Commercial Bulk Container.

Pickup	1-Yard Hopper	1.5-Yard Hopper	2-Yard Hopper
1/Wk	\$77.11	\$107.19	\$134.94
2/Wk	\$124.22	\$181.76	\$229.79
3/Wk	\$181.14	\$256.40	\$325.30
4/Wk	\$233.97	\$330.89	\$419.34
5/Wk	\$285.10	\$405.47	\$514.04

1. Customers supplying their own hoppers (meeting city standards) will be credited as follows:

1.0-yard hopper – \$10.38 per month

1.5-yard hopper – \$11.13 per month

2.0-yard hopper – \$14.62 per month

2. Occasional extra loose refuse shall be charged at the rate of \$12.85 per yard.

3. Dumpster drop-off fee: \$35.00. Fee applies to all customers – residential and commercial. (Ord. 1511, 2016; Ord. 1428 § 1, 2010; Ord. 1339 § 1, 2005; Ord. 1265 §§ 1, 2, 2000; Ord. 1250 § 1, 1999. Formerly 8.20.080).

Mobile Version

**Three Rivers Mosquito and Vector Control
Client Agreement and Authorization
2017-2020 City of South Bend
Mosquito Control Services**

I. TERM AND TERMINATION: This Agreement has an automatic Renewal Clause. The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2020 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least Ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.

II. Price Increases: The price for the services rendered hereunder shall be held for the 2017 season and may be increased by Three Rivers Mosquito and Vector Control, Inc. ("TRMVC") on the first day of any Calendar year commencing on January 1, 2018 (a "Price Increase Date") by a percentage which shall not exceed the consumer price index (the "Price Increase Percentage"). TRMVC will present a proposed price for the following season prior to October 1st of each year. Three Rivers Mosquito and Vector Control, Inc. may petition the City of South Bend at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas assigned by the City of South Bend to be covered, will be pro-rated to the program cost at the rates in effect at the time; additional cost will be offset by the reduced adulticiding needed as a result of increased larviciding.

III. Program Payment Plan: For Parts A, B, C, D and E as specified in the 2017 Professional Services Cost Outline, the total for the 2017 program is \$42,000.00. The payments will be due on according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

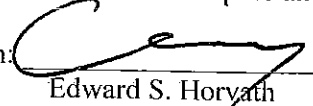
PROGRAM PAYMENT PLAN

Month	2017
May 1	\$7,000.00
June 1	\$7,000.00
July 1	\$7,000.00
August 1	\$7,000.00
September 1	\$7,000.00
October 1	\$7,000.00
TOTAL	\$42,000.00

For City of South Bend:

Sign: _____ Title: _____ Date: _____

For Three Rivers Mosquito and Vector Control:

Sign:  _____ Title: Control Consultant Date: 11-4-2016
Edward S. Horyath

**2016 South Bend Municipal Court
Monthly Recap**

	2016 Total Fines & Forfeitures	Less Payment to Office of Financial Management	Less Reimbursements and/or Restitution	2016 Net Total to Budget	2015 Net Total to Budget
Jan-16	\$9,487.06	(\$4,387.34)	(\$401.23)	\$4,698.49	\$6,615.85
Feb-16	\$11,889.75	(\$4,593.01)	(\$184.01)	\$7,112.73	\$4,439.81
Mar-16	\$12,572.00	(\$4,998.49)	(\$111.85)	\$7,461.66	\$7,248.46
Apr-16	\$14,055.50	(\$4,668.43)	(\$112.45)	\$9,274.62	\$10,141.14
May-16	\$9,084.69	(\$4,901.76)	(\$111.24)	\$4,071.69	\$6,953.01
Jun-16	\$20,381.00	(\$6,853.64)	(\$102.20)	\$13,425.16	\$8,342.17
Jul-16	\$18,394.00	(\$7,061.18)	(\$122.29)	\$11,210.53	\$15,397.76
Aug-16	\$15,698.00	(\$6,378.28)	(\$123.82)	\$9,195.90	\$15,219.12
Sep-16	\$18,418.50	(\$5,999.23)	(\$171.21)	\$12,248.06	\$9,711.29
Oct-16	\$13,253.07	(\$5,313.70)	(\$138.75)	\$7,800.62	\$7,347.05
Nov-16					\$4,735.37
Dec-16					\$4,940.92
Total to Date	\$143,233.57	(\$55,155.06)	(\$1,579.05)	\$86,499.46	\$101,091.95